



**WASHINGTON ADDRESS CONFIDENTIALITY PROGRAM  
APPLICATION ASSISTANT AGREEMENT**

ACP Application Assistants must be employed in a state or local agency, or a nonprofit program that provides advocacy, counseling, referral or shelter services to victims of sexual assault, domestic violence, trafficking or stalking per RCW 40.24.080.

**ADVOCATE INFORMATION**

Name (please print legibly) \_\_\_\_\_

Supervisor's name \_\_\_\_\_

\_\_\_\_\_ ext \_\_\_\_\_

\_\_\_\_\_ ext \_\_\_\_\_

Advocate work number

Alternate phone number

Email Address: \_\_\_\_\_

Are you fluent in any language(s) other than English? Yes  No

If yes, which language(s)? \_\_\_\_\_

How did you receive ACP Application Assistant training?

<input type="checkbox"/>	With ACP staff (in person, WebEx, or by phone)	Date: _____
<input type="checkbox"/>	On-line	Date: _____
<input type="checkbox"/>	Watched ACP video & will schedule training with ACP staff	Date: _____

**Note: You must complete training administered by the Office of Secretary of State training prior to referring applicants**

**PROGRAM INFORMATION**

Program Name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_ - \_\_\_\_\_ County \_\_\_\_\_

Does your program wish to be part of the listing on the ACP public website (link)? Yes or No

Agency Phone: \_\_\_\_\_ Agency Hotline: \_\_\_\_\_

Whom does your program serve (check all that apply):

Domestic Violence    Sexual Assault    Stalking    Trafficking    Other: \_\_\_\_\_

If your program has specific requirements clients must meet before you will assist with the ACP application (e.g., be an established client) please explain:

\_\_\_\_\_  
\_\_\_\_\_

## ACP APPLICATION ASSISTANT AGREEMENT:

This ACP Application Assistant Agreement (this "**Agreement**") is made and entered into between the Address Confidentiality Program (the "**ACP**") of the Washington State Office of the Secretary of State (the "**OSOS**") and the ACP Application Assistant (the "**Application Assistant**") listed above, pursuant to Section 40.24.080 of the Revised Code of Washington, on the terms and conditions contained herein:

- 1. SCOPE OF WORK.** The Application Assistant agrees to:
  - a. Attend all required ACP orientation and training sessions scheduled by the OSOS for Application Assistants.
  - b. Adhere to the laws, policies, procedures and directions provided by ACP staff to offer accurate information to clients regarding the ACP.
  - c. Assist survivors with completing the ACP application packet to ensure they understand the program and to ensure the application is complete. **I confirm that I will not keep copies of the application or disclose information of any program applicant.**
  - d. Accept referrals from the ACP.
  
- 2. TERM.** The effective date of this Agreement is the date both parties have signed the Agreement. This Agreement shall terminate two years from the date of execution, unless sooner terminated as provided herein.
  
- 3. APPLICATION ASSISTANT NOT OSOS EMPLOYEE.** The Application Assistant performing under this Agreement is not deemed to be an employee of the OSOS nor an agent of the OSOS in any manner whatsoever. The Application Assistant will not hold himself or herself out as, nor claim to be an officer or employee of the OSOS or of the State of Washington by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the OSOS or of the State of Washington.
  
- 4. COMPLIANCE WITH CIVIL RIGHTS LAWS.** During the performance of this agreement, the Application Assistant shall comply with all applicable federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 et seq.; the American with Disabilities Act (ADA) and Title 49.60, Washington Law Against Discrimination
  
- 5. REIMBURSEMENT.**
  - a. If another agency is not providing reimbursement, the Application Assistant may be reimbursed for travel expenses to and from required ACP orientation and training sessions at the current Washington State Office of Financial Management private vehicle mileage reimbursement rate, not to exceed \$200.00 for the term of this Agreement. The Application Assistant must notify the ACP of intent to request reimbursement for travel expenses at least two (2) business days before the ACP orientation or training session occurs and receive prior approval for reimbursement from the Office of Secretary of State.
  - b. Payment will be made upon valid submission of vouchers (submitted on Form A-20A), such form provided by the OSOS upon request. This Section 5, regarding reimbursement, specifies the only payments that may be made pursuant to this Agreement.

- 6. INDEMNIFICATION.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.
- 7. TERMINATION.**
- a. This Agreement shall be terminated if the Application Assistant leaves the program or organization provided on page 1 of this Agreement. The Application Assistant shall notify the ACP within five (5) days upon leaving the program or organization.
  - b. The OSOS may immediately, by written notice, terminate this Agreement in whole or in part for failure of the Application Assistant to perform any of the provisions hereof.
  - c. The OSOS may, by twenty (20) days written notice, terminate this Agreement in whole or in part when it is in the best interests of the OSOS. If this Agreement is so terminated, the OSOS shall be liable only for payment in accordance with the terms and conditions of this Agreement for reimbursements for ACP orientation and training sessions attended and properly submitted pursuant to Section 5 hereof prior to the effective date of termination.
- 8. WITHDRAWAL OF FUNDS.** Should funds budgeted for the OSOS be withdrawn or reduced by the source of those funds, the OSOS may, by written notice, immediately terminate this Agreement in whole or in part. The OSOS may, in its sole discretion, determine whether a withdrawal of funds renders necessary or appropriate the termination of this Agreement pursuant to this provision.
- 9. NON-ASSIGNABILITY** The Application Assistant may not transfer or assign any rights or obligations under this Agreement without the written consent of the OSOS and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void
- 10. AMENDMENT.** Except as set forth above, this Agreement may not be amended except by a writing signed by both parties.
- 11. GOVERNING LAW AND VENUE.** This Agreement and any action related thereto shall be governed by and under the laws of the State of Washington, in all respects as such laws are applied to agreements among Washington residents entered into and performed entirely within the State of Washington, without giving effect to any conflict of laws principles that require the application of the law of a different state. Any dispute between the parties arising out of this Agreement shall be brought in the Superior Court of Thurston County, Washington and the parties hereby consent to the personal jurisdiction and exclusive venue of this court.

**By signing below, I am certifying that I understand and agree to the terms of this Application Assistant Agreement.**

**APPLICATION ASSISTANT**

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Application Assistant Signature

\_\_\_\_\_  
OSOS Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date